

SCHEDULE A

Incorporated into and made a part of the POMEROY PLACE CONDOMINIUM TRUST.

Rules and Regulations

POMEROY PLACE CONDOMINIUM, the ("CONDOMINIUM") in Northampton, Massachusetts, has been created with the objective of providing congenial, enjoyable and respectful residential living. In order to accomplish this objective, the Trustees, responsible for the administration, operation and maintenance of the CONDOMINIUM pursuant to the By-Laws of the Condominium Association, have adopted the RULES AND REGULATIONS set forth below. The Trustees may adopt policies relating to the use and governance of the Condominium from time to time.

Defined terms used in the MASTER DEED of the CONDOMINIUM and the CONDOMINIUM TRUST are used herein with the same meanings as used in said documents.

(1) No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of, common areas and facilities, nor shall anything be stored in the Common Elements except in storage areas which may be designated by the Board of Trustees from time to time, without prior written approval of the Board of Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.

(2) Effect on Insurance. Insurance for all Common Elements shall be secured by the Association. No Unit Owner shall use their Unit in such fashion as to result in the cancellation of insurance maintained by the TRUSTEE(s) on the CONDOMINIUM or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the TRUSTEE(s), providing for the payment of such increased insurance costs by the Unit Owner concerned. Each Unit Owner shall obtain homeowner's insurance insuring against liability and property damage to the Unit.

(3) Trustee Consent. Any consent or approval given under these Rules by the Board of Trustees shall be revocable at any time.

(4) Pets. No more than two (2) pets (all of which must be housecats or dogs) may be kept in a Unit unless prohibited by the TRUSTEE(s) as hereinafter described. The owner of a pet assumes full liability for all damage to all persons or property, and to the CONDOMINIUM TRUST, caused by such pet. In no event shall dogs be permitted in any part of the CONDOMINIUM common areas unless under leash. All dogs must be licensed by the proper authorities, and the owner is responsible for getting pet dogs properly and fully inoculated. The Unit Owner shall indemnify the CONDOMINIUM TRUST and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet in a Unit or other portions of the CONDOMINIUM. Upon written complaint of any Unit Owner to the TRUSTEE(s) that a pet kept in any Unit or within the CONDOMINIUM is a nuisance, the TRUSTEE(s) may prohibit the presence of said pet within the CONDOMINIUM. No such action of the TRUSTEE(s) shall be taken without a meeting, at least three days' written notice thereof to the Unit Owner responsible for said pet, and the opportunity at the TRUSTEES' meeting for the Unit Owner responsible for the pet to be heard. No pet can weigh greater than 35 pounds.

(5) Smoking. Smoking is prohibited within individual units and in any inside or outside common areas.

(6) Alcohol and Drugs. No alcohol or illegal drugs are allowed in the common areas.

(7) Firearms. Firearms are not allowed in the POMEROY PLACE Condominium.

(8) Bike Storage. No bike storage is allowed on any decks in the condominium, and all bikes shall be stored either within the owner's unit, the owner's basement storage area, or at the bike racks in the common areas

(9) Rental of Homes. Units shall be primarily owner-occupied and no rental thereof shall be short-term. A policy on rental will be developed which may cover, in part, procedures, length of rentals, frequency, work obligations, financial arrangements, and other relevant issues.

(10) Use of Units. Each Unit shall comply with restrictions on use as set forth in the Master Deed. The residential character of the community must be maintained when an owner operates a business from their home that brings customers or clients into the community. Owners with a home business must comply with all applicable local, state and federal laws and regulations, including but not limited to the Zoning Regulations of the City of Northampton.

(11) Parking. Parking is permitted only in designated parking lots. Parking spaces are not assigned to particular units.

(12) Audio Visual Sound Restrictions. The volume of television sets, radios, audio or visual equipment, computers, musical instruments and the like shall be turned down between 10:00 P.M. and 7:00 A.M. the next morning and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units.

(13) Laundry. No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit or from a deck.

(14) Signs. Unit Owners may not display "For Sale" or "For Rent" signs in windows of their Unit, nor may the Owners of Units place window displays or advertising in windows of such Units.

(15) Abuse of Mechanical Systems. The TRUSTEE(s) may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the CONDOMINIUM caused by such Unit Owner by misuse of those systems.

(16) No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family,

servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(17) Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. All of the furnishings, items of personal property, effects and other items of Unit Owner or persons claiming by, through or under said Owner may be kept and stored in the Units or designated basement storage facilities at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or be borne by the CONDOMINIUM TRUST, except that the CONDOMINIUM TRUST shall in no event be exonerated or held harmless from liability caused by its negligence.

(18) Repair and Condition. Each Unit Owner shall keep his Unit and the deck appurtenant thereto, if applicable, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(19) Equipment Compliance. All radio, television, computers or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner along shall be liable for any damage or injury caused by any radio, television, computers or other electrical equipment in such Unit.

(20) Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Buildings any gasoline, kerosene or other flammable, combustible or explosive fluid, material, chemical or substance, except such lighting, cleaning and other fluids, materials, chemicals and substances as are customarily incidental to residential use.

(21) Exterior Decorations/Alterations. Unit Owners may not display any exterior decorations on the outside of their units, including without limitation, seasonal decorations, flags, window boxes, planters, banners, etc., and Unit Owners may not attach or install satellite dishes or screen doors to the exterior of any Unit.

(22) Amendments hereto may be made by POMEROY PLACE CONDOMINIUM TRUST in accordance with the provisions of M.G.L. Chapter 183A, as amended.